



CREDIT SALES AND SERVICES AGREEMENT

In CONSIDERATION of being extended credit, now or in the future, for purchases of products from Helena Chemical Company (hereinafter "Helena"), a Delaware corporation, the undersigned purchaser

Vancil Farms

having his (its) principal place of residence or business at Campbell, MD

agrees as follows:

1. To assume responsibility for payment of all purchases of products and services (hereinafter "Products" or "Services") made by the purchaser or his (its) agents for which credit is extended by Helena and to pay all applicable sales or similar taxes not collected and paid by Helena.
2. To avoid being assessed a time price differential ("Finance Charge"), the purchase price of each Product or Service must be paid in full and credited to purchaser's account within thirty (30) days from the date of Helena's first monthly statement reflecting such purchase. Any such amount not paid within the timeframe set forth in this Paragraph 2 ("Remaining Balance") shall be assessed a Finance Charge.
3. A Finance Charge, computed at the rate shown in the following schedule, will be assessed and due on the Remaining Balance from the date of the first monthly statement reflecting such purchase until payment is received in full by Helena and credited to purchaser's account. The Finance Charge will be reflected beginning on the second monthly statement following the purchase of the Product(s) or Service(s) and will be reflected on each monthly statement thereafter until full payment has been credited to purchaser's account.

FINANCE CHARGE SCHEDULE

A periodic rate of 1.5 % per month, which is an ANNUAL PERCENTAGE RATE equal to 18 %, or the maximum rate allowed by law, whichever is less.

4. This Credit Sales and Services Agreement (hereinafter "Agreement") shall take effect when (i) the undersigned purchaser purchases Products and/or Services from Helena pursuant to this Agreement, and (ii) Helena extends credit to the Purchaser for that transaction.
5. All payments made by the purchaser will be applied as provided for in the remittance advice furnished by purchaser to Helena. In the event purchaser does not provide remittance advice, payments will be applied as Helena deems appropriate, in Helena's sole discretion.
6. In the event the purchaser fails to make payments as required under Paragraph 2 of this Agreement, the account may be considered by Helena, at its option, to be in default, and Helena may elect to declare any amounts outstanding immediately due and payable, and the purchaser shall be responsible for the payment of all costs of collection incurred by Helena, including expenses and reasonable attorney's fees in such event, or in the event of any other legal action or other resolution proceeding.
7. Helena may, at any time, revoke the purchaser's privilege of purchasing on credit with respect to future purchases of Products or Services.
8. Purchaser may request from time to time that Helena deliver Product(s) to a location or an address, rather than purchaser having to pick up Product(s) at Helena's facility. Purchaser hereby authorizes Helena to deliver Product(s) at a location or address designated by or for purchaser and agrees to be responsible for the full payment for all such Products so delivered by Helena.
9. Purchaser signing this Agreement agrees to be responsible for and will make payment to Helena for all purchases of Products and Services pursuant to this Agreement, regardless of any change in the name, (re)organization, or any transfer in interest of the purchaser (i.e. any change(s) from the original status of the purchaser to or from an individual, partnership, corporation, trust, L.L.C., association or any other entity or legal structure). Purchaser shall promptly notify Helena in writing, by certified mail, return receipt requested, addressed to Director of Credit, Helena Chemical Company, 225 Schilling Blvd., Ste. 300, Collierville, Tennessee 38017 upon the occurrence of any such change(s) and the particulars thereof.
10. Helena may, at any time, add to or amend any of the provisions of this Agreement upon notice mailed to the purchaser at his last known address, and the purchase of Product or Service subsequent to the effective date of such amendment shall constitute an acknowledgement and acceptance by the purchaser of such amendment.
11. Helena or its designee is expressly authorized to investigate any references and other information furnished by the purchaser or by any other person or entity pertaining to the purchaser's creditworthiness including, but not limited to, obtaining an individual consumer report, from time to time.
12. **CONDITIONS OF SALE-LIMITED WARRANTY AND LIMITATION OF LIABILITY AND REMEDIES.** It is understood and agreed that the following Conditions of Sale and Limitations of Warranty, Liability, and Remedies apply to purchases made by or on behalf of the purchaser.
 - A. **PRODUCTS OF OTHER MANUFACTURERS SOLD BY HELENA OTHER THAN SEED.** Helena makes no warranty regarding products of other manufacturers sold by Helena and to the extent, if any, any warranty of the manufacturer inures by its terms to the benefit of the purchaser, the purchaser agrees to look only to the manufacturer as the sole and exclusive recourse.
 - B. **HELENA BRAND PRODUCTS OTHER THAN SEED.** The directions for use of Helena brand products reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and should be followed carefully. However, it is impossible to eliminate all risks inherently associated with the use of the products. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials or the manner of use or application, all of which are beyond the control of Helena or the seller. It is agreed that all such risks shall be assumed by the purchaser and user. Helena warrants that Helena brand products conform to the chemical description on the label subject to the inherent risks referred to above.
 - C. **SEED.** The only warranty of Helena regarding seed is that the seed conforms to the label description on the date of the test shown on the label.
 - D. **LIMITATIONS OF WARRANTY, LIABILITY AND REMEDIES.** HELENA MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE ABOVE GOODS OR THE PROVIDING OF SERVICES, EXCEPT THE EXPRESS WARRANTIES SET FORTH ABOVE, AND HEREBY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE GOODS OR SERVICES FOR ANY PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT,

AND NO SUCH WARRANTIES SHALL BE IMPLIED BY LAW OR OTHERWISE. THE EXCLUSIVE REMEDY AGAINST HELENA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES FOR ANY CAUSE OF ACTION BY OR ON BEHALF OF PURCHASER RELATING TO ANY RECOMMENDATION, SALE, HANDLING, USE OR PERFORMANCE OF THE ABOVE GOODS OR THE PROVIDING OF SERVICES OR ANY OTHER TRANSACTION RELATED THERETO IS A CLAIM FOR DAMAGES AND IN NO EVENT SHALL DAMAGES OR ANY OTHER RECOVERY OF ANY KIND AGAINST HELENA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES EXCEED THE PRICE OF THE SPECIFIC GOODS OR SERVICES WHICH CAUSE THE ALLEGED LOSS, DAMAGE, INJURY OR OTHER CLAIM. NEITHER HELENA NOR ANY SUCH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES SHALL BE LIABLE AND ANY AND ALL CLAIMS AGAINST HELENA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES ARE WAIVED, FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR EXPENSES, OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, CROP OR PROPERTY LOSS OR DAMAGE, LABOR CHARGES AND FREIGHT CHARGES, WHETHER OR NOT BASED ON HELENA'S, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES' NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. NO LIABILITY HEREUNDER SHALL BE ASSERTED UNLESS ANY LOSS, DAMAGE, INJURY OR OTHER CLAIM IS REPORTED TO HELENA IN WRITING WITHIN THIRTY (30) DAYS AFTER DISCOVERY, AND THE FAILURE TO GIVE NOTICE TO HELENA OF ANY CLAIM WITHIN SUCH PERIOD SHALL CONSTITUTE AN ABSOLUTE UNCONDITIONAL WAIVER OF SUCH CLAIM.

13. Purchaser agrees that all Products and Services are purchased for purchaser's own use. To the extent, if any, purchaser's use of such Products and Services is for or involves others, purchaser agrees that Helena's Conditions of Sale - Limited Warranty and Limitation of Liability and Remedies found in paragraph 12 shall also apply to such third parties, and purchaser shall hold harmless and indemnify Helena for any loss in excess thereof.
14. Purchaser represents and warrants that all purchases of Products and Services are solely for commercial purposes and are not subject to any laws applicable only to consumer transactions, and purchaser waives all requirements of any such laws.
15. Helena may, from time to time, offset any obligation of the purchaser under this Agreement against any obligation for the payment of money Helena may have to the purchaser.
16. If any clause or provision of this Agreement is found to be invalid or is incapable of being enforced by any rule of law or public policy, all other clauses and provisions shall, nevertheless, remain in full force and effect. In the event that advances are made to purchaser under a promissory note made by purchaser to Helena hereunder that would have been satisfied using any advances under such promissory note, shall not be vitiated or merged into or extinguished by such promissory note, and instead shall be enforceable and collectible in full pursuant to the terms hereof.
17. Purchaser may not assign its rights or obligations under this Agreement. Helena may assign its rights or obligations under this Agreement without further consent.
18. This Agreement shall be governed by Tennessee law without regard to choice of law rules. This Agreement constitutes the entire agreement with respect to the subject matter hereof and any oral representations are hereby superseded. In the event that the terms of this Agreement conflict with the terms of any other document or agreement between Helena and purchaser, the terms of this Agreement shall control.
19. Execution and delivery of this Agreement and all agreements entered into in connection with or arising out of the transactions contemplated by this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of any of such agreements by such party. Such facsimile and PDF copies shall constitute enforceable original documents. ALL PROVISIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS OF PARAGRAPHS 2 AND 3 ABOVE, AND THE FOREGOING CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY, LIABILITY, AND REMEDIES, MAY BE VARIED OR WAIVED ONLY BY AGREEMENT IN WRITING SIGNED BY A CREDIT MANAGER, DIRECTOR OF CREDIT OR AN OFFICER OF HELENA.

HELENA CHEMICAL COMPANY

By: Mary Haffel
Chief Financial Officer, Senior Vice President

Purchaser: Vancil Farms

By: Marty Vancil Date: 2-18-2013

Title: Partner

By: Anthony Vancil Date: 2-18-2013

Title: Partner

Address: _____